

REMARKS

Claims 1-19 remain pending in the application including independent claim 1. New claims 20-22 have been added including independent claim 22.

Claim 17 has been amended to overcome the claim objection. Additional amendments were also made to the claims. Claims 1, 5, 7-10 and 19 have solely been amended to provide consistent terminology and proper antecedent basis throughout the claims. These amendments are not related to any rejections or objections set forth in the present official action.

Claims 1-3, 6, 13, and 16-18 stand rejected under 35 U.S.C . 102 (b) as being anticipated by Burmester et al. (US 4486493). Claim 1 is directed to a vehicle interior lining and requires a decorative layer, a barrier layer made of an air-permeable fleece where the barrier layer is arranged on a rear side of the decorative layer, and a foam backing that directly adjoins the barrier layer and that is formed via a back foaming process, wherein the foamed backing is formed by applying a liquid plastic to the barrier layer with the barrier layer preventing penetration of the liquid plastic through the barrier layer. Burmester does not disclose this combination of features.

Burmester discloses a seat cushion that has an inner foam core 4, a spring body 1 on top of the foam core 4, a buffer layer 3 on top of the spring body 1, and a seat cover 2 that encloses the entire cushion. Thus, Burmester does not disclose a vehicle interior lining.

The examiner argues that the buffer layer 3 of Burmester corresponds to the claimed decorative layer for the vehicle interior lining, and that the spring body 1 of Burmester corresponds to the claimed barrier layer. Applicant disagrees.

While it is well settled that the terms in a claim are to be given their broadest reasonable interpretation, this interpretation must be consistent with the specification, with claim language being read in light of the specification as it would be interpreted by one of ordinary skill in the art. In re Bond, 15 USPQ2d 1566, 1567 (Fed. Cir. 1990). Here, the examiner has improperly expanded the meaning to be given to the claim terms “decorative layer” and “barrier layer.”

Applicant’s decorative layer 10 is clearly shown in Figures 1 and 2 and is described in the accompanying specification. The decorative layer is described as facing towards a vehicle interior space, such that only the decorative layer 10 is visible from inside the vehicle. One of ordinary skill in the art simply would not consider the buffer layer 3 in Burmester as corresponding to the claimed decorative layer. The buffer layer 3 in Burmester is clearly not decorative in any way, and is clearly not visible, as the buffer layer 3 is completely enclosed within the seat cover material 2 (see Figure 1). The seat cover 2 in Burmester is the only part of the seat cushion that is visible from inside the vehicle.

Also, one of ordinary skill in the art would not consider the spring body 1 of Burmester as corresponding to the claimed barrier layer. Applicant’s barrier layer 12 is clearly shown in Figures 1 and 2 and described in the accompanying specification. The barrier layer 12 is positioned behind the decorative layer 10 and is produced from a cellulose fleece which is permeable to air, the fleece fibers being bonded to each other by a binding agent. The barrier layer 12 is chosen so that no liquid PU material can penetrate the barrier layer 12 completely during back foaming. This prevents the PU material from penetrating the decorative layer 10.

The spring body 1 of Burmester is not formed from an air-permeable fleece as set forth in claim 1. Instead, the spring body 1 consists of coarse fibers connected only at the intersection of

the fibers to form a plurality of hollow spaces, which allow significant compression of the spring body 1. As clearly set forth in Burmester, the spring body 1 serves as an elastic body in the seat cushion. The hollow spaces allow not only air, but any type of material, to pass through the spring body 1. See column 2, lines 3-22. Thus, the spring body 1 is permeable to liquid plastic and cannot serve as the claimed barrier layer.

For the reasons set forth above, Burmester does not anticipate claim 1, and applicant respectfully requests that the rejection of claims 1-3, 6, 13, and 16-18 based on Burmester be withdrawn.

Claims 1, 2, 6, 13, 17, and 19 stand rejected under 35 U.S.C. 102(b) as being anticipated by Volland et al. (US 4618532). Volland discloses a seat cushion having a foam core 1 surrounded by a multi-layer covering 2, which is fixed to a bottom side of the foam core 1. The multi-layer covering 2 includes an outermost layer of a textile material that serves as a visible seat cover portion. Laminated to a rear side of this textile layer is a barrier layer including a film of polyurethane foam, which is permeable to air, and a layer of foam and air impermeable material that is either a thin piece of paper or a coating. This foam and air impermeable layer acts as a barrier to the penetration of liquid plastic that is used during back foaming to form the foam core 1. Thus, the material to form the barrier layer in Volland is not air permeable.

Only when the foam has been cured, or when the paper layer is sufficiently destroyed by a mechanical process of needle punching and flexing the seat, is air permeability provided for the seat cushion. Applicant's invention, as defined in claim 1 is clearly different than that disclosed in Volland. Applicant's invention provides air permeability from the onset by using a barrier layer made from air-permeable fleece. No additional steps need be taken to make the barrier

layer air permeable. Volland simply does not disclose the use of a barrier layer of air-permeable fleece as claimed by applicant. Thus, Volland cannot anticipate claim 1, and applicant respectfully requests that the rejection of claims 1, 2, 6, 13, 17, and 19 based on Volland be withdrawn.

Claim 10 stands rejected under 35 102(b) as being anticipated by, or in the alternative, stands rejected under 35 U.S.C. 103(a) as being unpatentable over Burmester and/or Volland. For the reasons set forth above neither Burmester nor Volland disclose, suggest or teach the claimed invention.

Claims 11, 12, 14, and 15 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Burmester and/or Volland in view of O'Brien et al. (WO 01/26932). For the reasons set forth above neither Burmester nor Volland disclose, suggest, or teach the claimed invention. O'Brien does not make up for the deficiencies of Burmester or Volland.

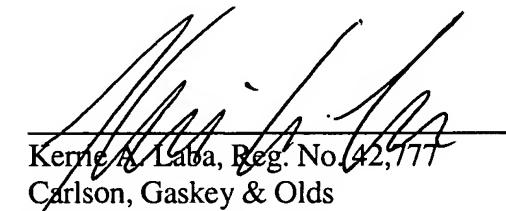
Claims 7-9 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Burmester and/or Volland in view of Pelzer et al. (US 6010870). For the reasons set forth above neither Burmester nor Volland disclose, suggest, or teach the claimed invention. Pelzer does not make up for the deficiencies of Burmester or Volland.

Claims 4-5 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Burmester and/or Volland in view of Marcovecchio (US 2002/0176980). For the reasons set forth above neither Burmester nor Volland disclose, suggest, or teach the claimed invention. Marcovecchio does not make up for the deficiencies of Burmester or Volland.

Applicant asserts that all claims are in condition for allowance and requests an indication of such. A check is enclosed to cover the cost of the additional claim fees. Applicant believes

that no additional fees are necessary, however, the Commissioner is authorized to charge Deposit Account No. 50-1482 in the name of Carlson, Gaskey & Olds for any additional fees or credit the account for any overpayment.

Respectfully submitted,

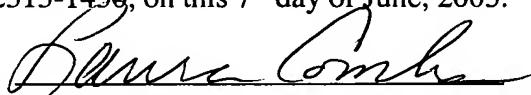


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CERTIFICATE OF MAIL

I hereby certify that the enclosed Response is being deposited with the United States Postal Service as First Class Mail, postage prepaid, in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on this 7th day of June, 2005.



Laura Combs